

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 6/16/04

Division: Public Works

Bulk Item: Yes X No     

Department: Fleet Management

**AGENDA ITEM WORDING:** Approval to renew the existing Emergency Generator Maintenance contract with Condo Electric Motor Repair for one additional year.

**ITEM BACKGROUND:** Our existing contract allows Monroe County to renew for two additional one year periods, this being the second one-year extension. Condo Electric Motor Repair has agreed to the one year renewal at zero increase over the original agreement.

**PREVIOUS RELEVANT BOCC ACTION:** In 2003, the Board executed an addendum and first year renewal with Condo Electric Motor Repair for maintenance and repairs of the County's fifty four emergency power generators.

**CONTRACT/AGREEMENT CHANGES:** N / A

**STAFF RECOMMENDATIONS:** Approval as stated above and authorization for the mayor to execute the second one year renewal for same.

**TOTAL COST:** Approx. \$45,000.00

**BUDGETED:** Yes X No     

**COST TO COUNTY:** Approx. \$45,000.00

**SOURCE OF FUNDS:** ad valorem

**REVENUE PRODUCING:** Yes      No X **AMOUNT PER MONTH**      **Year**     

**APPROVED BY:** County Atty      OMB/Purchasing      Risk Management     

**DIVISION DIRECTOR APPROVAL:**

*Dent Pierce* 5/28/04  
Dent Pierce

**DOCUMENTATION:** Included X To Follow      Not Required     

**DISPOSITION:**     

**AGENDA ITEM #**

C25



# MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

## CONTRACT SUMMARY

Contract #

Contract with: Condo Electric Motor Repair Effective Date: 08/01/04

Expiration Date: 07/31/05

Contract Purpose/Description: Emergency generator inspections and electrical repairs, upper, middle, and lower keys facilities from Key West to Cardsound.

Contract Manager: Roy Sanchez  
(Name)

3572  
(Ext.)

Fleet Management Services  
(Department)

for BOCC meeting on 06/16/04

Agenda Deadline: 06/01/04

## CONTRACT COSTS

Total Dollar Value of Contract: \$45,000.00

Current Year Portion: \$7,500.00 approx.

Budgeted? Yes ☒ No ☐

Account Codes: 504-23501-530-340-

Grant: \$

County Match: \$

## ADDITIONAL COSTS

Estimated Ongoing Costs: \$unknown/yr  
(Not included in dollar value above)

For: unexpected repairs  
(eg. maintenance, utilities, janitorial, salaries, etc.)

## CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director		Yes <input type="checkbox"/> No <input type="checkbox"/>	<u>[Signature]</u>	<u>5/28/04</u>
Risk Management	<u>5/24/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>5/24/04</u>
O.M.B./Purchasing	<u>05/17/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>5/24/04</u>
County Attorney	<u>5-14-04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>5-14-04</u>

Comments: \_\_\_\_\_



**RENEWAL AGREEMENT**  
**(Emergency Generator Maintenance and Repair)**

THIS RENEWAL AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2004 between the **COUNTY OF MONROE** and **CONDO ELECTRIC MOTOR REPAIR**, in order to renew the agreement between the parties dated August 1, 2002, as amended on June 18, 2003, as follows:

1. Revise Article 4 of the original contract dated August 1, 2002, to read as follows:

**ARTICLE 4 - TERM OF CONTRACT**

A. This contract shall be for a period of one (1) year, commencing August 1, 2004, and ending on July 31, 2005.

2. In all other respects, the agreement between the parties dated August 1, 2002, as amended on June 18, 2003, remains in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.

(SEAL)  
ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor/Chairman

CONDO ELECTRIC MOTOR REPAIR

By: [Signature]  
WITNESS

By: [Signature]  
Title: PRESIDENT

By: [Signature]  
WITNESS

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:  
[Signature]  
ROBERT N. WOLFE  
CHIEF ASSISTANT COUNTY ATTORNEY  
Date 5-24-04



**RENEWAL AGREEMENT**  
(Emergency Generator Maintenance and Repair)

THIS RENEWAL AGREEMENT is made and entered into this 15<sup>th</sup> day of October, 2003, between the COUNTY OF MONROE and CONDO ELECTRIC MOTOR REPAIR, in order to renew the agreement between the parties dated August 1, 2002, as amended on June 18, 2003, as follows:

1. Revise Article 4 of the original contract dated August 1, 2002, to read as follows:

**"ARTICLE 4 - TERM OF CONTRACT**

- A. This contract shall be for a period of one (1) year, commencing August 1, 2003, and ending on July 31, 2004.  
B. The County shall have the option to renew this agreement for one additional one-year period."

2. In all other respects, the original agreement between the parties dated August 1, 2002, as amended on June 18, 2003, remains in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and C year first written above.



DANNY L. KOLHAGE, CLERK

By: \_\_\_\_\_

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By: \_\_\_\_\_

Mayor/Chairman

CONDO ELECTRIC MOTOR REPAIR

By: \_\_\_\_\_

WITNESS

By: \_\_\_\_\_

Title: President

By: \_\_\_\_\_

WITNESS

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:  
\_\_\_\_\_  
ROBERT N. WOLFE  
CHIEF ASSISTANT COUNTY ATTORNEY  
Date: 9-22-03



ADDENDUM TO AGREEMENT

THIS ADDENDUM TO AGREEMENT is made and entered into this 18th day of June, 2003, between the COUNTY OF MONROE and CONDO ELECTRIC MOTOR REPAIR in order to amend that certain agreement between the parties dated August 1<sup>st</sup>, 2002 as follows:

1. Paragraph 2 (B.) is amended to read as follows:

**"ARTICLE 2 - THE WORK**

- B. The CONTRACTOR / TECHNICIANS shall perform maintenance, electrical, and / or engine repairs upon the request of the owner. The OWNER reserves the right to seek assistance from third party contractors, (on a case-by-case basis), if determined in the best interest of the OWNER.
2. In all other respects, the agreement as amended between the parties dated August 1<sup>st</sup>, 2002, remains in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.



Attest: DANNY L. KOLHAGE, CLERK

By: *[Signature]* D.C.

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By: *[Signature]*

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY.

BY *[Signature]*  
SUZANNE A. HUTTON

CONDO ELECTRIC MOTOR REPAIR 5/26/03

By: *[Signature]*

*[Signature]*  
(Witness)

*[Signature]*  
(Witness)



# **EMERGENCY GENERATOR INSPECTIONS AND ELECTRICAL REPAIRS**

Monroe County, Florida

The OWNER and the CONTRACTOR agree as set forth as follows:

## **ARTICLE 1- THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, the Generator List, the Approved Inspection Checklist, the Non-Collusion Affidavit, the Lobbying and Conflict of Interest Clause (Sworn Statement under Monroe County Ordinance #10-1990), the Drug-Free Work Place Form, the Insurance Documents, and all Modifications issued after execution of this Agreement. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 8.

## **ARTICLE 2- THE WORK**

A. The CONTRACTOR/TECHNICIANS shall perform one inspection of the approximately fifty (50) emergency generators, listed on the Generator List, using the approved inspection checklist. The annual major inspection is required during the month of May or June in preparation for hurricane season. The annual major inspection will include electrical load tests. Load tests may have to be accomplished after normal working hours. The OWNER will provide the electrical load for the portable generators. The OWNER will provide or perform the annual oil changes and other routine engine maintenance. Immediately following inspections, the CONTRACTOR shall submit inspection reports identifying needed maintenance, electrical, and/or engine repairs.

B. The CONTRACTOR/TECHNICIANS shall perform maintenance, electrical, and/or engine repairs upon the request of the OWNER.

C. The OWNER is responsible for routine engine repairs and maintenance (such as, replacement of defective water hoses, drive belts, batteries, filters, lubricants, etc.) but may approve the CONTRACTOR/TECHNICIANS or others to perform these repairs on a case-by-case basis. The OWNER may perform or assist with all routine and emergency engine repairs.

D. The CONTRACTOR/TECHNICIANS shall be available 24 hours per day, 365 days per year. The CONTRACTOR shall report to the owner's Emergency Operations Center (EOC) within four (4) hours of verbal notification and remain on site available to the owner immediately following an emergency, declared by the owner. The CONTRACTOR/TECHNICIANS shall be at the site of an Emergency Generator requiring emergency repairs within four (4) hours of verbal notification by the



OWNER. Monroe County shall be given priority at all times for generators requiring emergency repairs. The OWNER and the CONTRACTOR recognize that time is of the essence in this Contract. They also recognize the delays, expenses, and difficulties involved in proving, in a legal proceeding, the actual Loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER \$80.00 for each hour over four (4) hours that expires after notification to respond and the CONTRACTOR is not on site, barring travel conditions beyond CONTRACTORS control.

E. The CONTRACTOR shall have access to a supply of all parts and controls normally necessary for the emergency repairs of all county maintained Emergency Generators so that such emergency repairs can be completed as soon as possible. If the CONTRACTOR feels that a unit is not economically repairable, the CONTRACTOR will submit an estimate for replacement and/or repair to the OWNER. The OWNER may, at his discretion, have the CONTRACTOR repair the unit in keeping with the repair estimate or seek other outside proposals for replacement.

F. The CONTRACTOR may be required to assist in the development of specifications for new or replacement generators and associated equipment.

### ARTICLE 3- ASSIGNMENT

A. The Contractor shall not assign or subcontract this agreement, except in writing and with the prior written approval of the Owner and Contractor, which approval shall be subject to such conditions and provisions as the Owner and Contractor deem necessary. This agreement shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any obligation upon the Owner in addition to the total agreed-upon price of services/goods of the Contractor.

B. Contractor shall not employ any Subcontractor, Supplier or other person or organization against whom the Owner may have reasonable objection.

### ARTICLE 4- TERM OF CONTRACT

A. This contract shall be for a period of One (1) year commencing upon the day in which it has been executed by both parties.

B. The County shall have the option to renew this agreement after the first year, for two additional years, to be approved one year at a time.

### ARTICLE 5- SCHEDULE

The Contractor shall commence Work to be performed under this Contract no later than ten (10) calendar days from Notice to Proceed. The Annual Major Generator Inspection shall be completed on all of the



approximate fifty (50) generators no later than the end of the month of June or sixty (60) days from the commencement of work as defined above.

## **ARTICLE 6- CONTRACT PRICE**

The OWNER shall pay the CONTRACTOR in accordance with the following schedule:

- A. Labor for repairs – normal working hours of 8:00 A.M. to 5:00 P.M. Monday through Friday, excluding holidays \$ 45.00 per hour mechanic / \$ 20.00 per hour helper.
- B. Labor for repairs – overtime rate for hours other than the normal working hours as stated in item (A.) above, including holidays \$ 55.00 per hour mechanic / \$ 25.00 per hour helper.
- C. Materials, supplies, and replacement parts – purchase price plus 10 percent. Shipping charges will be reimbursed.
- D. Hourly rate for specification development and other professional services \$ 45.00 per hour.
- E. Hourly rate for hours of 8:00 A.M. to 5:00 P.M. during assignment to the owners Emergency Operations Center (EOC) excluding actual electrical / generator maintenance and repairs \$ 45.00 per hour.
- F. Hourly rate for hours other than the hours as stated in item (E) above, during assignment to the owners Emergency Operations Center (EOC) excluding actual electrical / generator maintenance and repairs \$ 55.00 per hour.

## **ARTICLE 7- PAYMENT PROCEDURES**

The Contractor may make applications for payment after each scheduled inspection is complete and may send invoice after each requested repair job is complete. The CONTRACTOR will be paid the purchase price plus 10 percent for materials, supplies and replacement parts. Shipping charges will be reimbursed. The OWNER will purchase all parts necessary for engine repairs and maintenance but has the option to have the CONTRACTOR obtain the parts. Receipts, invoices, or other acceptable proof of purchase must be attached to requests for payment. All parts and materials shall be of equal or greater quality as compared to existing parts and materials in use. (There are no additional costs for travel, mileage, meals, or lodging).

## **ARTICLE 8- CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire agreement between the OWNER and the



CONTRACTOR concerning the Work consist of the following:

1. This Agreement
2. Generator List
3. Approved Inspection Checklist
4. Non-Collusion Affidavit
5. The Lobbying and Conflict of Interest Clause
6. The Drug-Free Workplace Form
7. Insurance Documents
8. Contract Modifications (If any)

There are no Contract Documents other than those listed above in this Article. The Contract Documents may only be amended, modified, or supplemented upon prior written approval by Board of County Commissioners.

#### **ARTICLE 9- INDEMNIFICATION AND HOLD HARMLESS**

The Contractor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Contractor or any of its Subcontractor(s) in any tier, occasioned by the negligence or other wrongful act or omission of the Contractor or its Subcontractor(s) in any tier, their employees, or agents. In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay. The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

#### **ARTICLE 10- LAW AND VENUE**

This agreement shall be governed by the laws of the State of Florida. Venue for any dispute arising under this contract shall be in a court of competent jurisdiction in Monroe County, Florida.

#### **ARTICLE 11- PUBLIC ENTITY CRIME STATEMENT**

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, and may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with a public entity a, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO (\$3,000.00) for a period of 36 months from the date of being placed on the convicted vendor list.



## FORM OF AGREEMENT

IN WITNESS WHEREOF, the OWNER and CONTRACTOR have signed this Agreement in four copies. One counterpart each has been delivered to the CONTRACTOR, OWNER (DIRECTOR, FLEET MANAGEMENT SERVICES DEPARTMENT), COUNTY ATTORNEY and CLERK OF THE CIRCUIT COURT. All portions of the Contract Documents have been signed or identified by the OWNER and CONTRACTOR.

This Agreement will be effective on August 1, 2002

OWNER: 5/15/02  
MONROE COUNTY BOCC

CONTRACTOR:  
CONDO ELECTRIC MOTOR REPAIR

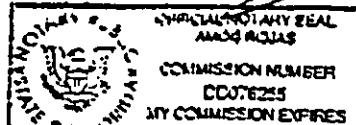
Monroe County, FL

BY [Signature]  
Mayor

BY [Signature]  
President

ATTEST [Signature] D.C.  
Danny L. Kolhage, Clerk

ATTEST [Signature]



ADDRESS FOR GIVING NOTICES:

ADDRESS FOR GIVING NOTICES:

Monroe County Fleet Management Services  
3583 S. Roosevelt Blvd.  
Key West, FL 33040

CONDO ELECTRIC  
3615 EAST 10TH COURT  
HALEAH, FL 33013

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY.  
BY [Signature]  
SUZANNE A. HUTTON  
DATE 8/7/02